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JUDGE DANIELS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

08 CIV 5008

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INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o C.H. ROBINSON
WORLDWIDE, INC.,

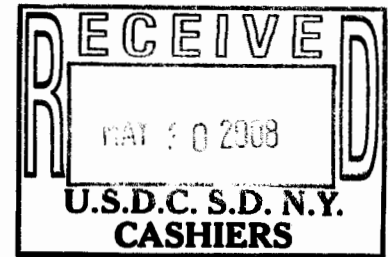
COMPLAINT

Plaintiff,

- against -

LAN AIRLINES, S.A.

Defendant.
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Plaintiff, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, by its attorneys, Casey & Barnett, LLC, for its Complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 U.S.C. § 1331.

2. Plaintiff, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (hereinafter "INA") was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 140 Broadway, 40th Floor, New York, New York 10005 and is the insurer of C.H. ROBINSON WORLDWIDE, INC.

(hereinafter "CHR"), who was entrusted with a certain consignment of batteries that were owned by EXIDE TECHNOLOGIES (hereinafter "Exide").

3. Defendant, LAN AIRLINES, S.A. (hereinafter "LAN"), was and is a foreign corporation with an office and place of business located at 6500 NW 22nd Street, Miami, Florida 33122 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for damages sustained during transit to a consignment consisting of 16 batteries, with a total weight of 549 kg, which were delivered to the defendants and/or their agents in good order and condition in Jamaica, New York for air carriage to Santiago, Chile, pursuant to LAN airway bill number 045-6852-4864 dated November 21, 2007.

5. When the cargo arrived in Santiago, Chile it was noted as having suffered physical damage to eight batteries during transit.

6. The damages sustained to the aforementioned consignment of batteries was caused solely by the negligence, carelessness, breach of contract and/or breach of bailment of the defendants, their employees, contractors, agents and servants, without any fault on the part of the plaintiff.

7. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to defendants within the time set forth in the Convention.

8. Once the loss was noted, the cargo owner, Exide claimed against CHR. Plaintiff, as CHR's insurer, paid the claim and therefore became subrogated to the claim.

9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other person or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the forgoing, plaintiff has been damaged in the amount of \$1,598.55 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$1,598.55, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
May 30, 2008
115-936

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 

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